

Economy Series Painted Warranty

Everlast Roofing, Inc., Lebanon, PA, hereinafter referred to as "Everlast" or "Seller," warrants that, subject to the terms of this Painted Warranty, its pre-painted Everlast II® and Everdrain® Economy Series product will not crack, check, or peel (lose adhesion) for ten (10) years from the date of purchase from Seller.

TERMS AND CONDITIONS

1. LIMITATIONS RELATING TO INSTALLATION AND MAINTENANCE: No warranty shall apply to

- (a) Roofing having a pitch of less than 2:12;
- (b) Roofing or siding panels applied without protection over lumber which has been treated with preservatives or fire-resistant salts, regardless whether such treatments are occasioned knowingly or without the knowledge of the buyer, the owner, or any other party. This exclusion includes, but is not limited to, lumber which has been treated with ACQ (Alkaline Copper Quaternary), CA (Copper Azole), CBA (Copper Boron Azole), pentachlorophenol, CCA (Chromated Copper Arsenate) salts, creosote, fluor-chrome arsenate phenol, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in this exclusion shall be defined as any barrier which prevents the transfer of moisture and salts between the treated lumber and Everlast's roofing and siding material;
- (c) Products with improper or insufficient insulation between the Product any dissimilar metals, the ground, animal wastes, decaying materials or wet absorptive materials;
- (d) Material that has not been inspected by buyer prior to installation to mitigate expense involved in repairing, repainting, or replacing defective sheets;
- (e) Any panels, including the underside of overhangs, that have not been cleaned on a regular basis and at least annually. Vegetation must be kept cleared away from contacting the panels. Product must not be cleaned with an abrasive or chemical cleaner. Dirt or gravel must be kept away from the panels. Anything that would cause prolonged contact with moisture must be cleared away from the panels;
- (f) Abnormally corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray defined as any location within 1,500 feet of a saltwater environment, sustained exposure with animals or animal waste, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping, as defined by current Midwest Plan Service publications.

2. LIMITATIONS DUE TO NON-PERFORMANCE: Everlast shall have no obligations under this Limited Warranty:

- a) If Everlast did not receive payment in full for the materials furnished before any covered defect manifested; and/or
- b) If the supplier and/or applicator of the paint coating applied to the Everlast panels can no longer fully perform its obligations under the coating system warranties made by such supplier or applicator to Everlast.

3. OTHER LIMITATIONS: This Limited Warranty does not apply to defects or failures which arise out of any of the following:

- a) The formation of rust on the panel edges less than one-half inch from any portion of the coated surface which is cut or penetrated at any time after application of the pretreatment and paint system to the substrate;
- b) Acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;
- c) Failure to properly insulate panels from copper, lead, and other metals that are dissimilar to the panels;
- d) Contact or close proximity with damp insulation, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete or other foreign or corrosive materials;
- e) Use in manner not intended;
- f) Improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling;
- g) Failure of the metal substrate;
- h) Minute fracturing which may occur in proper fabrication of the building parts;
- i) Discontinuities in the paint film as a result of damage during installation or use of the building e.g. scratches;
- j) Design flaws that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material;
- k) Tension-bend staining, which is a cosmetic issue that does not affect the long-term corrosion protection of the Economy Series under normal atmospheric conditions. As a result, tension-bend stains, although cosmetically noticeable on light colored paint, do not degrade the structural integrity of the roll-formed panel.

4. NOTICE REQUIREMENTS:

- a) Any claim under this warranty shall addressed to the Warranty Department and mailed to Seller at the address for its corporate office that is identified on its website, which is currently 10 Enterprise Court, Lebanon, PA, 17042-8206.
- b) Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof containing the information identified in Section 4(c) of this Limited Warranty is received by Seller within 30 days after discovery of the defect and within the applicable Limited Warranty period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.
- c) To be effective, Buyer's notice of claim shall include such records as may enable Seller to establish the Everlast invoice number, date of shipment by Everlast, name of distributor or Lumberyard from which the materials were purchased, and the date of installation of panels. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of the Limited Warranty stated herein, including without limitation photographs showing the issue.

5. EXCLUSIVITY OF WARRANTIES: THE EXPRESS LIMITED WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE REPRESENTATIONS, WARRANTIES, AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED REPRESENTATIONS OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DENIED AND EXCLUDED. YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR OWN STATE LAW FOR ADDITIONAL RIGHTS.

6. EXCLUSIVITY OF REMEDY AND DISCLAIMER OF DAMAGES:

- a) If it is determined to Seller's reasonable satisfaction, upon inspection, that the product fails to perform as warranted herein, Seller shall have the right, at its option, to either repair, repaint or replace the defective product utilizing normal materials, methods and workmanship or refund Buyer the price paid for the material as are needed to fulfill the original limited performance warranty but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this Limited Warranty shall be limited to repair, repainting, replacement or refund as Seller may elect. In fulfillment of its limited warranty, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective sheet. In the event that Seller provides replacement product or a refund of the purchase price, Seller shall not be liable for any labor costs, including any labor costs associated with removing, replacing, or installing product.
- b) Except as expressly provided herein, Everlast shall not be liable for any losses, damage or expense, whether direct, incidental or consequential, or for loss of use, revenues or profits, and Buyer hereby WAIVES all remedies not expressly provided herein.
- c) THIS WAIVER OF DAMAGES APPLIES TO ANY CLAIM OF ANY WARRANTY CLAIM THAT MAY APPLY TO YOUR PURCHASE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. Check your own state law for additional rights.

7. NON-TRANSFERABILITY OF WARRANTY: This limited warranty is extended to Buyer as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this Limited Warranty extends or is available to parties other than Buyer, and to the limit of its legal right to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

8. TERMINATION:

Seller reserves the right to terminate this guarantee except with respect to orders which it has already accepted upon the giving of written notice thereof.

9. MERGER:

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of Seller.

Effective Date: November 01, 2022

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